

**UNIVERSITY OF CALIFORNIA  
LAWRENCE LIVERMORE NATIONAL LABORATORY  
GUEST PATENT, COPYRIGHT AND NONDISCLOSURE AGREEMENT**

This agreement is made by me with The Regents of the University of California, a corporation, hereinafter called "University," in consideration of access to facilities and/or information at the Lawrence Livermore National Laboratory (LLNL) and as a condition of my association with LLNL.

I understand and agree that every possible patentable device, process, plant or product, hereinafter referred to as "invention," which I conceive or make (first actually reduce to practice) or develop during the course of utilization of any University research facilities and/or access to any University information shall be examined by University to determine rights and equities therein in accordance with University's patent policy, and I shall promptly furnish University with complete information with respect to each invention.

I further agree that, in the event any such invention shall be deemed by University to be patentable, and University desires, pursuant to determination by University as to its rights and equities therein, to seek patent protection thereon, I shall execute any documents and do all things necessary, at University's expense, to assign to University all rights, title and interest therein and to assist University in securing patent protection thereon. In the event I protest the University's determination regarding any rights or interests in an invention, I agree: (a) to proceed with any University requested assignment or assistance; (b) to give the University notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse the University for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

By execution of this agreement, I understand that I may, with the approval of the University, request a waiver determination by the U.S. Government on my identified inventions as set forth in 10 CFR 784 – Patent Waiver Regulation, where applicable.

With respect to any such invention, and with respect to any copyrightable work, I further agree that I shall do all things necessary to enable University to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by University, including the University's obligations in regard to patents, copyrights and technical and scientific records under Contract W-7405-ENG-48 with the U.S. Government represented by U.S. Department of Energy (DOE). I agree to abide by and fully perform the terms of Clause 7.7 of said contract, excerpts of which are set forth in an attachment to this agreement, as they may be amended from time to time, to the extent applicable to me, and further agree that the Government shall have prior right to determine title to all such inventions, data and copyrightable works, and that I will report all such inventions to the Director, LLNL, or his designee.\* To protect the interests of the University and Government, I agree not to publish or disclose, to anyone who is not bound by a like obligation of confidentiality, any information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under Contract W-7405-ENG-48 without prior approval obtained from the Director, LLNL, or his designee for this purpose.

University may relinquish to me all or a part of its right to any invention, if, in its judgment, it deems it desirable to so do.

I agree to be bound hereunder for and during any periods of my guest status, at LLNL. The nondisclosure provisions of this agreement shall survive the termination of this agreement for a period of five (5) years.

Dated: \_\_\_\_\_ Name: \_\_\_\_\_  
(Please type or print)

Witness: \_\_\_\_\_  
Signature

**EXCERPTS FROM MODIFICATION NO. 320  
CONTRACT NO. W-7405-ENG-48  
CLAUSE 7.7 - PATENT RIGHTS**

(b) Allocations of Principal Rights.

- (1) The University may retain the entire right, title and interest throughout the world to each Subject Invention subject to the provisions of this clause and 35 U.S.C. § 203. With respect to any Subject Invention in which the University retains title, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the Government the Subject Invention throughout the world.
- (2) The University shall not elect to retain title to any Weapons Related Subject Invention or any Exceptional Circumstance Subject Invention until DOE procedural requirements have been met to DOE's sole satisfaction.
- (3) DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into by the Government after the effective date of this contract and effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to Subject Inventions made after the date of the amendment. Such treaties and agreements shall be listed in Appendix C, Treaties and International Agreements/Waived Inventions.
- (4) The right of the University to elect title to Subject Inventions is subject to the invention rights disposition in treaties or international agreements identified at Appendix C and existing or future class waivers of Government invention rights to third parties by DOE, such as Work for Others, User Facility and Cooperative Research and Development Agreement (CRADA) waivers.
- (5) DOE has declared the following to be Exceptional Circumstance Subject Inventions:

- (i) Subject Inventions relating to uranium enrichment, including isotope separation;
- (ii) Subject Inventions relating to storage and disposal of civilian high level nuclear waste or spent nuclear fuel;
- (iii) Subject Inventions related to subject matter that is classified or sensitive under Section 148 of the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2168 (1982));
- (iv) Subject Inventions arising under the United States Advanced Battery Consortium research and development; and
- (v) Subject Inventions arising under the DOE Steel Initiative and DOE Metals Initiative; and
- (vi) Subject Inventions arising under any funding agreement, or subcontract thereunder, which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI).

DOE reserves the right to unilaterally amend this contract to add or delete Exceptional Circumstance Subject Inventions that may, in the national interest, be designated by the Secretary.

- (6) The University, pursuant to applicable laws and regulations, may petition for waiver of the Government's rights with respect to Subject Inventions not electable by the University under the terms of this paragraph (b).
- (c) Invention Disclosures . . . (1) The University will disclose each Subject Invention to the Patent Counsel within two months after the inventor discloses it in writing to University personnel responsible for patent matters. The disclosure to the Patent Counsel shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s), all sources of funding by Budget and Resources code for the invention, and whether the invention is an Exceptional Circumstance Subject Invention. DOE reserves the right to make a final determination whether any invention is an Exceptional Circumstance Subject Invention, subject to appeal under Clause 5.10, Disputes. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Patent Counsel, the University will promptly notify the Patent Counsel of (i) the acceptance of any manuscript for publication which describes the invention or (ii) any on sale or public use planned by the University.

(f) Contractor Action to Protect Government's Interest.

- (1) The University agrees to execute or to have executed and promptly deliver to the Patent Counsel all instruments necessary to:
  - (i) Establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the University elects to retain title, and
  - (ii) Convey title to the DOE when requested under paragraphs (b) or (d) above and to enable the Government to obtain patent protection throughout the world in that Subject Invention.
- (2) The University agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the University each Subject Invention made under this contract in order that the University can comply with the disclosure provisions of paragraph (c) above and to execute all papers necessary to file patent applications on Subject Inventions and to establish the Government's rights in the Subject Inventions. This disclosure format should require, as a minimum, the information requested by subparagraph (c)(1) above. The University shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. The University shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to United States or foreign statutory bars.
  - (i) Publication Release. It is recognized that during the course of the work under this contract, the University or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the University, patent approval for release or publication shall be secured from the University personnel responsible for patent matters prior to any such release or publication. . . .

## **NOTE TO GUEST**

At LLNL, patent related duties and functions have been delegated by the Laboratory Director to the LLNL Patent Group. Guests are therefore requested to contact the LLNL Patent Group (422-7272) for processing of patent matters.

This agreement supersedes any existing agreements you may have in the above stated areas of work. Should you have an existing patent agreement with your employer or any other organization, please give the name(s) and address(es) of such employer and organization(s). We will forward an information copy of this agreement to each such organization.